



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code		Dept.	Contract Number	
M	<input type="checkbox"/>	Change			SC	CIP	A
X	<input type="checkbox"/>	Cancel					
County Department					Dept.	Orgn.	Contractor's License No.
Architecture and Engineering					CIP	3250	
County Department Contract Representative					Ph. Ext.		Amount of Contract
Tim Woodson					(562) 437-4020		NOT TO EXCEED \$68,000
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number	
CJV	CIP	3250	430	4030			
Commodity Code			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount
Project Name							
Central Juvenile Hall			04	\$68,000	I		
HVAC System & Controls							
Replacement #30250							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

BP & Associates, Inc

hereinafter called CONSULTANT

Address

14471 Chambers Rd. Suite 102

Tustin, CA 92780

Phone

(714) 734-1777

Birth Date

Federal ID No. or Social Security No.

33-08454729

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

ARTICLE 1. THE PROJECT

1.1 Scope of Work

County does hereby engage Consultant to perform for the County of San Bernardino under the terms and conditions in this Contract all required services relative to:

- Replace the thirteen(13) air handling units with thirteen (13) new air handling units.
- Replace existing hot and cold water pumps with new pumps. Provide VFD on hot water pumps only. Provide the hot water system with a new back-up pump.
- Provide Direct Digital Control (DDC) Controls using Siemens Controls Apogee.
- Provide electrical service to the new equipment.
- Provide specifications for duct cleaning, air & hydro balance for the entire facility.
- Replace and/or provide fire smoke dampers at units as required.
- Use the existing outside air duct to provide the required outside air to the new units.
- Identify and design any required site works for underground hot water pipes. Location and routing to be coordinated with Facilities Management.
- Evaluate existing air distribution (supply and return zones) throughout building.
- Provide new start/stop controls on the outside air system for existing chiller.
- Change all hot water and cold water valves to 2-way valves.
- Provide design with construction phasing in mind.
- The scope of work for the Mechanical Engineering Consultants is to provide the design documents and construction administration services necessary to incorporate the above

recommendations into the buildings. The scope of work shall also include a work plan that enables the construction work to be completed in a fully occupied facility.

1.2 Budget

The Construction Budget as determined by County is \$600,000.00

1.3 Schedule of Services

- a. It is understood and agreed that time is of the essence for this Contract. Within seven (7) calendar days after the execution of this Contract, Consultant shall prepare and submit for approval to County a detailed schedule of proposed services showing the order in which Consultant proposes to carry on his work. The schedule shall apply to the completion of all services listed hereunder within the time established by the Contract. The schedule shall be in the form of a progress chart so as to indicate the percentage of work completed at any time. Consultant shall, as requested, update the progress chart so as to indicate the percentage of work completed at any time. Consultant shall, as requested, update the progress schedule and deliver three copies to County.
- b. Consultant shall complete all work and services other than construction administration services within sixty (60) calendar days after receipt of written authorization by County to proceed. This time frame shall include fourteen (14) calendar days for client reviews.
- c. The time during which Consultant is delayed in the Work by acts of the County or its employees, or those under contract to County, or by act of God, which Consultant could not have foreseen and provided for, and which is not due to any fault or negligence on the part of Consultant, shall be added to the time of completion of the work and Consultant shall not be liable for any damages as a result of such delay.

1.4 Consultant's Fee

- a. County agrees to pay Consultant, a fixed fee of Sixty eight thousand, (\$68,000). Payment Schedule is specified in Article 4.
- b. If the County terminates this Contract at any time prior to the completion of the construction documents phase, the Adjusted Consultant's fee will be determined based on the phase of work completed.
- c. If the scope of the Project is revised, the fee shall be revised by negotiation between the County and Consultant and approved by the Board prior to the Consultant commencing such work.

ARTICLE 2. DEFINITIONS

- 2.1 Appropriate Authorities - Any private, local, municipal, county, state, regional, or federal authority, public utility or other agency.
- 2.2 Architecture & Engineering Department (or Department) - The Department of the County authorized by the Board to administer this Contract.
- 2.3 Board - Board of Supervisors of the County of San Bernardino.
- 2.4 Construction (Project) Budget - Funding in place, for the complete construction of the project, as established by the County.

- 2.5 Consultant - Entity hired by County, based on competence and related experience, to perform work described herein.
- 2.6 Contract Documents - Standard Contract and all Project documents designated in the contract as part of the contract, including working drawings, addenda, general conditions and special conditions of the contract.
- 2.7 County - The County of San Bernardino, and its representatives, as herein stated.
- 2.8 Project Construction Cost Estimate - The Consultant's dated, itemized estimate, including the Itemized Categories of Work, of the entire Project's current cost, escalated to the proposed mid point of construction.
- 2.9 Project Consultant - Person, designated by Consultant and approved by County, responsible for Consultant's work.
- 2.10 Project Manager - The County Employee responsible for the administration of the contract.

ARTICLE 3. BASIC SERVICES OF CONSULTANT

3.1 General Services

The services to be rendered by the Consultant shall consist of all such services as customarily performed, specifically including, but not limited to, the following:

- a. Process all matters relating to this Project through a single point of contact, the Project Manager.
- b. Consult with authorized employees, agents, and representatives of the County and other agencies having jurisdiction relative to the design and construction of the Project.
- c. Cooperate with other Consultants.
- d. Make field trips as required to review existing site conditions, and to properly prepare design and construction documents.
- e. Attend design meetings as scheduled by the Architecture & Engineering Department, prepare minutes of meetings, and distribute within three (3) working days.
- f. Contract for sub-consultants, at Consultant's expense, to the extent necessary for design of the Project, including but not limited to, mechanical, electrical, structural and civil engineers, and landscape consultants, all licensed or registered as such by the State of California. All plans and specifications shall be prepared by a Professional currently licensed by the State of California, and shall be signed and sealed by the Professional.
- g. Submit sub-consultant's names for approval by County, for each professional element of service of the Project. Nothing in the foregoing procedure shall create any relation between County and any sub-consultant employed by the Consultant under terms of this Contract.
- h. Designate a principal or member of his staff satisfactory to County as the Project Consultant who shall, as long as his performance continues to be acceptable to County, remain in charge of the required services of the Project through the completion of construction.

- i. Obtain and set forth requirements of Appropriate Authorities, utility companies and other governmental agencies whose jurisdiction affects the design, cost, or construction of the Project.
- j. Prepare plans and specifications in such form as to comply with the latest applicable laws, building codes and ordinances, including the: Americans with Disabilities Act (ADA); Standard Specifications for Public Works Construction, (latest edition); Public Contract Code; Division 4 of Title I of the Government Code; CAL-OSHA and the Uniform Building Code (latest edition). All applicable energy requirements shall be met and energy calculations performed.
- k. Advise County of deficiencies in construction of the Project which have developed following the acceptance of the work and prior to expiration of the guarantee period of the Project, and suggest satisfactory methods for corrections for such deficiencies.
- l. Indicate on the Project plans and in the specifications the specific classification of licensed contractor required to perform the work, as approved by the Contractor's State License Board.

3.2 Preliminary Construction Document Services

Upon written authorization by the Project Manager to proceed with Preliminary Construction Document Services, Consultant shall:

- a. In consultation with the Project Manager, obtain project requirements from County and prepare Preliminary Drawings for County approval.
- b. Prepare and submit for approval a written itemized Project Construction Cost Estimate and Schedule. The project schedule shall be in Critical Path Method (C.P.M.) format, listing sufficient activities for proper schedule tracking. The Cost Estimate and schedule shall be provided to Project Manager within 14 days of the award of contract.

3.3 Construction Document Services

Upon Project Manager's approval of Preliminary Plans and Project Construction Cost Estimate and Schedule, and upon receipt of written authorization from the Project Manager to proceed with the preparation of Construction Documents, Consultant shall:

- a. Prepare from the approved Preliminary Plans and Specifications, Construction Documents consisting of working drawings, specifications and such standard documents and special requirements as may be furnished by County.
- b. Submit for County review and acceptance, at fifty (50) percent and ninety (95) percent completion, five sets of construction documents, consisting of working drawings, specifications, cost estimate and construction schedule.
- c. After obtaining all regulatory agency approvals, i.e., Building & Safety, Environmental Health, or other required approval, submit five sets of construction documents consisting of working drawings, specifications, cost estimate and construction schedule at One Hundred (100) percent completion.
- d. Prepare documents in such detail as may be required to obtain competitive bidding for the entire Project or any division of work. Furnish the County at no additional expense one (1) complete set of the bid drawings and specifications. The bid drawings shall be on reproducible transparent vellum with the architect's/engineer's professional stamp and

signature and a recorded copy on a compact disc – recordable (CD-R). File format shall be compatible with MS-DOS and AutoCAD 14 software or newer (dwg. file format). The specifications shall be submitted as a reproducible hard copy and a recorded copy on CD-R compatible with MS-DOS and Microsoft Word.

- e. Prepare and submit for County approval a written Final Project Construction Cost Estimate upon 100 percent completion of Construction Documents. The Estimate shall be itemized including estimates for alternate bid items. In the event that bids are not solicited within 100 calendar days after the Consultant submits the 100% percent complete Construction Documents and final Estimate to the Project Manager, the Consultant shall upon written direction by the Project Manager revise his final estimate of construction costs so as to reflect any changes in price due to increase or decrease in construction costs.
- f. Upon written approval by Project Manager of a final approved set of drawings and specifications including all corrections required by Building and Safety, Public Health Department and other regulatory agencies, provide a complete set of project documents to the project manager in reproducible form.

3.4 Bidding Services

Upon solicitation of bids by County, Consultant shall:

- a. Attend the Pre-Bid Meeting as scheduled by the County.
- b. Prepare addenda and clarification documents, interpret Construction documents and assist County as required. The addenda drawings shall be on reproducible transparent vellum with the architect's/engineer's professional stamp and signature and a recorded copy on a CD-R. File format shall be compatible with MS-DOS and AutoCAD 14 software or newer (dwg. file format). The clarification documents shall be submitted as a reproducible hard copy and a recorded copy on CD-R compatible with MS-DOS and Microsoft Word.
- c. Assist County with review, evaluation, and recommendations for awarding construction contracts.
- d. If the Approved Final Construction Cost Estimate for the Construction Document Phase exceeds the Project Budget by more than ten percent, the County may, at its discretion (1) give written approval of an increase in the Project Budget, or (2) authorize the soliciting of bids, reserving their rights under paragraph 3.4e-2 below, or (3) require Consultant to revise Construction Drawings to reduce construction cost to within the Project Budget.
- e. If the lowest responsible bid received exceeds the Project Budget by more than 10 percent, the County may, at its discretion, (1) give written approval of an increase in the Project Budget, or (2) authorize rebidding of the Project within a reasonable time, and require the Consultant to revise the scope of the Project or its quality or both so as to reduce the Project Construction Cost, in which case the Consultant shall at his expense, if so directed by the Project Manager, modify the Construction Documents as directed in order to reduce the Project Construction Costs to within the Project Budget or (3) abandon the Project.

3.5 Construction Administration Services:

Upon award of construction contract by County, Consultant shall provide all the construction administration services set forth below:

- a. Interpret the Contract Documents and furnish four (4) copies, one of which shall be in reproducible form, of all clarification drawings and other documentation required. Prepare for approval by County, change orders to construction contract which are necessary as a result of such interpretations and/or clarifications. Analyze price quotations received from the construction contractor for proposed change orders and advise County as to the acceptability of same.
- b. Make all revisions and changes to the Contract Documents as directed by the Project Manager to correct errors, conflicts or omissions.
- c. Make periodic visits (nominally weekly) to the Project to assure that the progress of the work, the character, scope and detail of construction, the quantity and quality of materials and equipment, and the standard of workmanship conform to the intent of the Consultant as expressed in the Contract Documents; attend Project meetings, prepare minutes for distribution by the Project Manager. A written report detailing field observations shall be submitted to the Project Manager following each weekly site visit.
- d. Provide technical direction and interpret the Contract Documents for the Project Manager and inspectors of County and advise said Project Manager and inspectors of all recommendations as required.
- e. Render prompt recommendations on claims disputes and other matters in question between the construction contractor and County relating to the execution or progress of the work or the interpretation of the Contract Documents.
- f. Analyze and recommend to County as to acceptability of test reports, methods, materials, equipment and systems.
- g. Review and recommend to County as to the acceptability of substitutions proposed by construction contractor.
- h. Review and advise the Project Manager as to the acceptability of schedules, shop drawings, laboratory reports, samples, fabrication, erection, and setting drawings, wiring and control diagrams, schedules, list of materials and equipment, and other descriptive data pertaining to materials, equipment or methods of construction.
- i. Assemble and deliver to County written guarantees, operating and maintenance instructions books, diagrams, and chart required of the construction contractor.
- j. Participate in the final inspection of the Project and advise County as to the acceptability of work performed by construction contractor.
- k. Promptly after recording the Notice of Completion by the County, furnish the County, at no additional expense to the County, one (1) complete set of permanent mylar transparent reproductions of the as-built tracings and a recorded copy on a compact disc – recordable (CD-R). File format shall be compatible with MS-DOS and AutoCAD 14 software or newer (dwg. file format). The reproducible transparencies and CD-R will be of the final as-built drawings and specifications including such revisions that may have been made in the course of construction. Revisions or changes shall be properly annotated on the reproducible transparencies and cross-referenced. Each transparency sheet shall be prominently noted "Record Drawing". Information on reproducible drawings shall not be delegated by the Architect to the Contractor or any other person.

ARTICLE 4. COMPENSATION

- 4.1 The County shall compensate the Consultant based upon Consultant's invoices submitted not more frequently than monthly, as approved by County as to percentage of work completed.
- a. For the Consultant's satisfactory preparation of Preliminary Construction Documents, and upon County approval, County shall pay Consultant 20% of the total fee.
 - b. For the Consultant's satisfactory preparation of the Construction Documents, and upon County approval, County shall pay Consultant 50% of the total fee.
 - c. For the Consultant's satisfactory completion of Bidding Services, and upon County approval, County shall pay Consultant 10% of the total fee.
 - d. For the Consultant's satisfactory completion of Construction Administration Services, and upon Board approval, County shall pay Consultant 20% of the total fee.
 - e. Consultant shall not be paid for work incidental to changes required by Consultant's errors or omissions to contract documents.
- 4.2 For the Consultant's Extra Services, a not-to-exceed fee shall be computed using the rates provided by Consultant.

ARTICLE 5. RECORDS

All records relating to the Consultant's personnel, consultants, extra services and reimbursable services expenses, pertaining to the Project shall be kept in a generally acceptable accounting format and shall be available to the County upon request.

ARTICLE 6. COUNTY RESPONSIBILITIES

The County is responsible to provide the following:

- 6.1 Project Budget and information relating to facility requirements, and project scheduling.
- 6.2 Soils investigation, topographic survey and recommendations, as deemed necessary by County.
- 6.3 Reproduction of final drawings and specifications for bidding.
- 6.4 Environmental review as required.
- 6.5 Site approval.
- 6.6 Building permits, as required.
- 6.7 Any available construction drawings of similar construction, to assist the Architect in economically accomplishing the design of the facility to the satisfaction of the County.
- 6.8 Necessary bid package document forms.
- 6.9 Construction Site Representative (inspector) as the County deems necessary.
- 6.10 Notify the Consultant in writing of County procedures required and name the County representative authorized to act in its behalf. County shall review documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.

- 6.11 Nothing in this Agreement nor any act or failure to act on the part of the County shall be construed as a waiver of claim by County for any defects or deficiencies in the plans.

ARTICLE 7. DOCUMENTS

All plans and specifications and other documents prepared by Consultant shall become and remain the property of County. Consultant and Owner shall retain reproducible copies of all documents.

ARTICLE 8. TERMINATION OR SUSPENSION OF CONTRACT

- 8.1 County reserves and has the right and privilege of canceling, suspending or abandoning the contract or the execution of any work in connection with this Contract at any time upon written notice to the Consultant. The Consultant may terminate this Contract upon 30 days written notice to County, should the County substantially fail to perform in accordance with its responsibilities.
- 8.2 In the event of termination, all finished and unfinished design and research documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant shall, at the option of the County, become the property of the County.
- 8.3 In the event of termination, County shall pay to Consultant as full payment for all services performed and all expenses incurred under this Contract the sum due and payable, plus a pro-rata portion of the next uncompleted phase, if any, as the services actually rendered by the Consultant bear to the total services necessary for the full performance of those subsequent tasks. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to completed work, work in progress to complete any incomplete drawings, and other documents, whether delivered to County or in possession of Consultant.
- 8.4 It is recognized that County may, at its discretion defer the solicitation of bids. Consultant agrees to remain responsible for completion of all professional services under this Contract for a period of one (1) year commencing on the date of submission of the final approved Construction Documents and completion of all services under Article 3, Sections 3.1 through 3.5. If, at the end of the one (1) year period the County has not proceeded with the solicitation of bids, Consultant may, by written notice to the Director, terminate this Contract. It is specifically agreed that the written notice is essential and the one (1) year period shall automatically be extended until receipt of notice.
- 8.5 If, after payment of the amount required to be paid under this Article 10 following the termination of the Contract, County should decide to complete the original Project, (or substantially the same Project), County shall have the right of utilization of any original tracings, drawings, calculations, specifications, estimates and other Design Documents and research studies prepared under this Contract by Consultant who shall make them available to County upon completion and acceptance of the plans and specifications. County agrees to credit Consultant with such authorship as may be due him, but is not required to renew the Contract.

Should the County choose to complete the Project and not renew the agreement, or make future modifications to the documents, the Consultant shall be indemnified to the fullest extent of the Law.

ARTICLE 9. INDEMNIFICATION

The Consultant agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Consultant's acts, errors or omissions and for any costs or

expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

ARTICLE 10. INSURANCE

Without in anyway affecting the indemnity herein provided and in addition thereto the Consultant shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- **Workers' Compensation** - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- **Errors and Omissions Liability Insurance** - Combined single limits of \$1,000,000 for errors and omissions and \$3,000,000 in the aggregate. **OR**
- **Professional Liability** - Professional liability insurance with limits of a least \$1,000,000 per claim or occurrence.

Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Except for the Errors and Omissions Liability and Professional Liability, Consultant shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Proof of Coverage - Consultant shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Consultant shall furnish certified copies of the policies and all endorsements.

Insurance Review The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Consultant agrees to execute any such amendment within thirty (30) days of receipt.

ARTICLE 11. SUCCESSORS AND ASSIGNS

- 11.1 This Contract shall be binding upon County and Consultant and their respective successors and assigns.
- 11.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of County.
- 11.3 Death or Incapacity: If the Consultant transacts business as an individual, his death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he nor his estate shall have any further right to perform hereunder, and County shall pay him or his estate the compensation payable under Article 5 for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County be reason of such termination. If there be more than one Consultant and any one of them die or become incapacitated and the others continue to render the Consulting services covered herein, the County will make payment to those continuing as though there had been no such death or incapacity and the County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Consultant herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Consultant.

ARTICLE 12. NOTICES

Any notice may be served effectually upon the County by delivering it in person or by facsimile, or by depositing it in a United States mail deposit box with the postage thereon fully prepared and addressed to County Architecture & Engineering Department, 385 North Arrowhead, San Bernardino, CA 92415-0184, or any notice may be served effectually by delivering or mailing it addressed to any other place or places County or Consultant may designate, by written notice served upon the other.

ARTICLE 13. FEDERAL GRANTS, STATE GRANTS, PARTICIPATION

In the event a federal or state grant or other federal or state financing participates in the funding of this Project, the Consultant shall permit access to and grant the right to examine his books covering his work under this Contract. He shall comply with federal and/or state requirements as to work hours, overtime compensation, nondiscrimination, and contingent fees.

ARTICLE 14. NONDISCRIMINATION

In connection with the performance of Consultant pursuant to this Contract, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin. Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, ancestry, sex or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 15. WAIVER

Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by Consultant, and County may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due County from Consultant is determined. The waiver by either party or any breach to this Contract shall not constitute a waiver as to any succeeding breach.

ARTICLE 16. REPRESENTATIVES OF COUNTY

The Director of the Architecture & Engineering Department shall represent the County in all matters pertaining to the services to be rendered under this Contract including termination of this contract and shall be the final authority in all matters pertaining to the Project.

ARTICLE 17. ERRORS, OMISSIONS AND/OR CONFLICTS

Consultant shall be responsible for the integrity of all design and research studies and should County suffer damages due to errors, omissions and/or conflicts within the Contract Documents, the Consultant shall be responsible to County for costs of all such damages. Proof by certified copies of insurance for errors, omissions and conflict coverage is required before commencement of engineering services. This coverage shall remain in full force for the entire contract period at the amount specified by the Architecture & Engineering Department.

ARTICLE 18. INDEPENDENT CONTRACTOR

The Parties hereto, in the performance of this Agreement, will be acting in their individual capacities and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever. Neither Party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other except as defined in this Agreement or as mutually agreed to under the terms of this Agreement.

ARTICLE 19. FORMER COUNTY OFFICIALS

Consultant agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Consultant. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of consultant. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

ARTICLE 20. INACCURACIES OR MISREPRESENTATIONS

If during the course of the administration of this agreement, the county determines that the vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the county, this contract may be immediately terminated. If this contract is terminated according to this provision, the county is entitled to pursue any available legal remedies.

ARTICLE 21. CONFLICT OF INTEREST

CONSULTANT shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the COUNTY. CONSULTANT shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the COUNTY determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed, by the COUNTY and such conflict may constitute grounds for termination of the Agreement. This provision shall not be construed to prohibit employment of persons with whom CONSULTANT officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

ARTICLE 22. IMPROPER CONSIDERATION

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

COUNTY OF SAN BERNARDINO

BP & Associates, Inc.

(Print or type name of corporation, company, contractor, etc.)

►
Dennis Hansberger, Chairman, Board of Supervisors

By ►
(Authorized signature - sign in blue ink)

Dated: _____

Name Abby Banaerjee
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Title Principal
(Print or Type)

Clerk of the Board of Supervisors
of the County of San Bernardino.

Dated: _____

By _____
Deputy

Address 14471 Chambers Road, Suite 102
Tustin, CA 92780

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

►
County Counsel

►

►
Department Head

Date _____

Date _____

Date _____